

TRANSCRIPT PREPARED BY THE CLERK OF THE LEGISLATURE  
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FLOOR DEBATE

April 11, 2003      LB 148, 165

SENATOR CUDABACK:    You've heard the motion to readvance LB 148 to E & R for engrossing. All in favor say aye.    Opposed nay. It is advanced.

CLERK:      Mr. President, with respect to LB 165, the next bill, Senator Landis had an amendment printed. I have a note that he wishes to withdraw. Mr. President, Senator Preister would move to return the bill for specific amendment. (AM1274, Legislative Journal page 1258.)

SENATOR CUDABACK:    Senator Preister, to open on your motion to return.

SENATOR PREISTER:    Thank you, Mr. President. I was going to do some commenting on Senator Landis' amendment, but since he asked to withdraw it, I have given an amendment at kind of the last minute here to the Clerk. Although it is the last minute, I think it's a very serious amendment and I would hope that you would at least consider it. What the amendment does, and I should probably read, I have a copy of the Nebraska Public Power District's contract with NMC. It states on the cover, "Nuclear Power Plant Operating Services Agreement Between Nebraska Public Power District and Nuclear Management Company." I read and made some comments out of this previously and in Section 2.5 under enforcement of rights, subsection (c), it's on page 8, and I recognize that none of you have a copy of this, but I, in a minute, will ask Senator Quandahl if he would comment on this section. But essentially, it reads: Except as to matters for which indemnification of NMC is not applicable, pursuant to Article VI, it is further, and this is the important part, agreed that to the extent NMC incurs any liability to a third party in performing its duties under this NPPOSA, amounts paid by NMC because of such liability and NMC's expenses in defending claims by third parties or prosecuting claims against third parties shall be considered costs of operation. And it's my understanding all those costs of operation will certainly go to be paid by Nebraska Public Power District and that and my interpretation of it seems very broad. It seems that that would be the kind of agreement that if I were NMC I would certainly be glad to have. Senator Quandahl, could I ask you? I've given